light companies the duty of furnishing power upon proper application, and provides a penalty for failure to comply, with a proviso that the penalty shall not be imposed "when in the opinion of the court the default was caused by inevitable accident or *force majeure*." The defendant's employees refused to connect the complainant's building because it was wired by non-union men. It was found that if the defendant had discharged the men thus refusing, all of his employees would have gone on strike; and it would have been difficult or impossible to replace them. The defendant was convicted on information under the statute. *Held*, that the conviction be sustained. *Hackney Borough Council* v. *Dore*, 152 L. T. 383 (K. B.).

No clear principle has yet been enunciated for determining what will excuse the performance of a public utility's common-law or statutory duty to furnish services. It is clear that Acts of God, or *vis major*, will excuse. *Gray* v. *Wabash R. Co.*, 119 Mo. App. 144, 95 S. W. 983. The principal case may be taken to mean that, under the English statutes, *vis major* alone will excuse, and that a strike of this sort is not *vis major*. But whether the American cases at common law apply similar rules is far from clear; principles have not been stated with care. Strikes conducted by means of force and violence are held to excuse. *Pittsburgh, etc. R. Co.* v. *Hollowell*, 65 Ind. 188; *Geismer* v. *Lake Shore R. Co.*, 102 N. Y. 563; *Galveston, etc. R. Co.* v. *Karrer*, 109 S. W. 440 (Tex. Civ. App.). But a peaceful strike for higher wages is no excuse. *People* v. *N. Y. Central R. Co.*, 28 Hun (N. Y.), 543. One court has held a strike an excuse without considering its nature. *Murphy Hdw. Co.* v. *Southern R. Co.*, 150 N. C. 703, 64 S. E. 873. See *Southern R. Co.* v. *Atlanta Sand Co.*, 135 Ga. 35, 54, 68 S. E. 807, 816. A strike boycotting cars of a connecting carrier — a case closely analogous to the principal case — was held an excuse. *Chicago, B. & Q. R. Co.* v. *Burlington, etc. R. Co.*, 34 Fed. 481 (Circ. Ct., S. D. Ia.). It seems impossible to reconcile all these decisions. It may be suggested, however, that the line be drawn between legal and illegal strikes. A strike like that in the principal case would, in most jurisdictions, be held illegal. *Duplex Printing Co.* v. *Deering*, 254 U. S. 443; *Burnham* v. *Dowd*, 217 Mass. 351, 104 N. E. 841; *Purvis* v. *United Brotherhood*, 214 Pa. St. 348, 63 Atl. 585. *Contra, Parkinson* v. *Building Trades Council*, 154 Cal. 581, 98 Pac. 1027. See *Bossert* v. *Dhuy*, 221 N. Y. 342, 117 N. E. 582. For England, see TRADE DISPUTES ACT, 1906, 6 EDW. 7, c. 47. Any such suggestion, however, but illustrates the futility of leaving such complicated matters of large public concern to the courts. Such delicately balanced questions are primarily subjects for administrative determination. See 35 HARV. L. REV. 450.

SUBROGATION — EFFECT OF SECOND MORTGAGE ON THE RIGHTS OF A PARTY SUBROGATED TO THE SECURITY OF THE FIRST MORTGAGEE. — To secure a debt, D, holding an unincumbered fee in Blackacre, executed a first mortgage upon it in favor of C, who had the mortgage duly recorded. In the jurisdiction, it gave C a legal lien on the property. D then misapplied money belonging to S in partially paying the debt, C receiving it without notice of the wrong. This payment was not recorded. Later, D executed a second mortgage on Blackacre to P, who paid value and had no knowledge of the mortgage to C. D died, and in administration proceedings against his estate, after the remainder of C's claim had been fully satisfied, S seeks to come in ahead of P against the security, claiming subrogation to the rights of C under the first mortgage. *Held*, that S recover. *McCullough* v. *Elliott*, [1921] 3 W. W. Rep. 361.

For a discussion of the principles involved, see NOTES, *supra*, p. 596.

TRADE-MARKS AND TRADE NAMES — PROTECTION APART FROM STATUTE — USE OF TRADE-MARK ON GENUINE GOODS. — The plaintiff purchased the American business of a French firm, which sold, under trade-marks registered in the